

Executed in 7 Counterparts of  
which this is Counterpart No. 7

5732-6  
RECORDATION NO. ....

File # 44 20

AUG 7 1975-10 20 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, made and entered into as  
of July 1, 1975, by and between

FIRST NATIONAL CITY BANK, a national banking association  
duly incorporated existing under the laws of the United States of  
America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation, (the  
"Company"), party of the second part;

W I T N E S S E T H That:

WHEREAS, by agreement dated as of June 1, 1970, as amended,  
(the "Agreement"), between the Trustee and the Company there was  
constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 OF 1970; and

WHEREAS, by the Agreement the Trustee did let and lease  
unto the Company certain railroad equipment as defined in the  
Agreement (the "Equipment") for a term as set forth in the Agree-  
ment, all upon such terms and conditions as therein specified;  
and

WHEREAS, in Section 4.9 of the Agreement, it is provided  
that in the event any units of the Equipment become unsuitable  
in any respect for the use of the Company and the Company shall  
have paid to the Trustee the selling price or Fair Value, as defined  
in the Agreement, of such units, then upon the filing with the  
Trustee of the appropriate documents, any monies paid to the Trustee  
pursuant to said Section 4.9 or Section 4.7 of the Agreement may  
be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid  
requirements of Section 4.9 of the Agreement now proposes to cause  
to be sold, assigned, transferred and set over unto the Trustee,  
as Trustee under the Agreement, one (1) 70-ton 52'6" Gondola Car  
bearing road number 66139 (the "Additional Equipment");

NOW, THEREFORE, in consideration of the premises and  
of the sum of One Dollar (\$1.00) paid by the Trustee to the  
Company at or before the ensealing and delivery hereof, the receipt  
of which is hereby acknowledged, and in consideration of the rents  
and covenants in the Agreement provided for and contained, the  
Company does hereby assign to the Trustee all of its right, title,  
and interest under the contract for the acquisition of the Additional  
Equipment, and the Trustee does hereby let and lease the Additional  
Equipment to the Company for the remainder of the lease term as  
set forth in the Agreement, the said assignment by the Company and  
lease by the Trustee being upon and subject to all the terms and  
conditions of the Agreement as though the Additional Equipment had  
been a part of the original Equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK,  
By

*E. J. Howard*  
Trust Officer

ATTEST:

*J. V. McNamee*  
~~Assistant Trust Officer~~

Assistant Cashier

SOUTHERN RAILWAY COMPANY,  
By

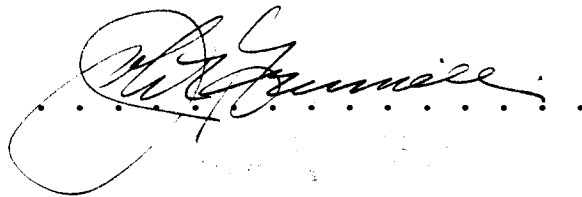
*K. A. Starnes*  
Vice President

ATTEST:

*R. W. Allen*  
Assistant Secretary

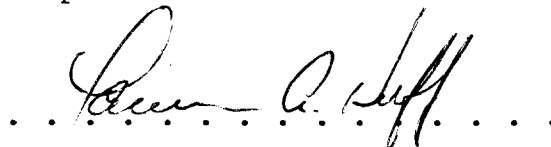
STATE OF NEW YORK     )  
                              ) ss:  
COUNTY OF NEW YORK    )

On this 29th day of July, 1975, before  
me personally appeared E. J. Jaworski, to me per-  
sonally known, who, being by me duly sworn, says that he is a  
TRUST OFFICER of FIRST NATIONAL CITY BANK, that  
(Title)  
one of the seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation pursuant to due corporate  
authority and he acknowledged that the execution of the foregoing  
instrument was the free act and deed of said corporation.



DISTRICT OF COLUMBIA.

On this 5th day of August, 1975, before  
me personally appeared K. A. Staecker, to me per-  
sonally known, who, being by me duly sworn, says that he is a  
Vice President of SOUTHERN RAILWAY COMPANY, that one of the seals  
affixed to the foregoing instrument is the corporate seal of said  
corporation, that said instrument was signed and sealed on behalf  
of said corporation pursuant to due corporate authority and he  
acknowledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.



LAWRENCE A. HUFF  
NOTARY PUBLIC  
IN AND FOR THE DISTRICT OF COLUMBIA  
MY COMMISSION EXPIRES JUNE 30, 1977